

ORDINANCE NO. 12-21

ORDINANCE REZONING FROM C-1 (RESTRICTED RETAIL COMMERCIAL DISTRICT) TO C-2 (LIBERAL RETAIL COMMERCIAL DISTRICT). **PROPERTY LOCATED AT 1135-1155 WEST 68 STREET, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board at its meeting of March 14, 2012 recommended approval of this ordinance; and

WHEREAS, the applicant proffered a Declaration of Restrictive Covenants prohibiting the operation of specific permissible uses on the property, to which the City accepts.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The below-described property is hereby rezoned from C-1 (Restricted Retail Commercial District) to C-2 (Liberal Retail Commercial District). Property located at 1135-1155 West 68 Street, Hialeah, Miami-Dade County, Florida and legally described as follows:

TRACTS A AND B, OF COLONIAL AT HIALEAH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 165, AT PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties. Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative

tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

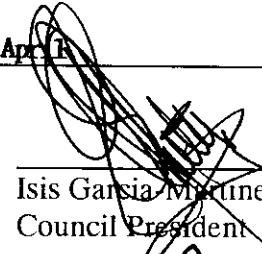
Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.


PASSED and ADOPTED this 10th day of April, 2012.



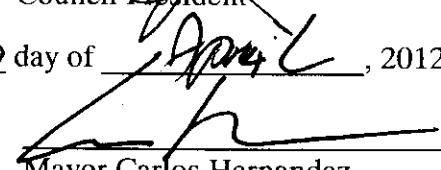
Isis Garcia-Martinez
Council President

Attest:

Approved on this 10 day of April, 2012.

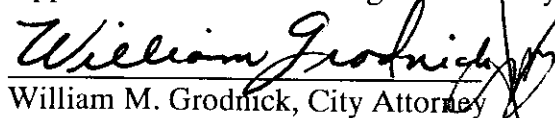


David Concepcion, City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney



CFN 2012R0261096
OK Bk 28071 Pgs 0086 - 87; (2pgs)
RECORDED 04/12/2012 13:59:07
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

DECLARATION OF RESTRICTIVE COVENANTS

I, Robert Berrin, as the sole Managing Member of, with full authority and intending to legally bind Colonial Village Retail Center, LLC, a Florida limited liability company, being the owner of lands described herein:

Tract B, of Colonial at Hialeah, according to the Plat thereof, as recorded in Plat Book 165, at Page 46, of the Public Records of Miami-Dade County, Florida.

The street property address is 1135 West 68 Street; Hialeah, Florida 33012.

The folio number is 04-2025-088-0020.

make the following Declaration of Restrictive Covenants covering and running with the above property, specifying that this restriction during its lifetime shall be for the benefit of and a limitation upon all present and future owners of the real property described above, in favor of and enforceable by the City of Hialeah, Florida.

In connection therewith, the undersigned covenants, represents and agrees as follows:

1. The premises, being legally described above, shall be utilized for all lawful uses permitted in the C-2 (Liberal Commercial District) zoning district, pursuant to Hialeah Code §98-1111, except for ambulance services, amusement centers, auction houses, banquet halls, commercial parking lots and garages or any automobile uses, including but not limited to sale or installation of used tires and those automobile uses identified in §98-1111(24) – (29).
2. This covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the above-described property and shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This covenant shall remain in full force and effect and shall be binding upon the undersigned, its (their) heirs, successors and assigns until such time as the same is modified, amended or released and may only be modified, amended or released by a written instrument executed by the then owner having fee simple title to the property affected or to be affected by such modification, amendment, or release; provided, however, the same is also approved by the City Council and the Mayor of the City of Hialeah, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in Hialeah Charter.
3. Where construction has occurred on said property described herein, pursuant to a permit issued by the City of Hialeah, and inspection made and approval of occupancy given by the City, the same shall create a conclusive presumption that the improvements thus constructed comply with the intent and spirit of the restrictions referenced herein and this Declaration of Restrictive Covenants shall not be construed as clouding title of any of said property on which such development has occurred.

2012
12-21

IN WITNESS WHEREOF, We have hereunto set out hands and seals at
Miami-Dade County, Florida this _____ day of March, 2012.
_____, Florida,
(location)

Attest:

Name of Corporation: COLONIAL VILLAGE
RETAIL CENTER, LLC

Secretary:

Typed/Printed Name

Signed, sealed and delivered in the
presence of:

Witness _____
Typed/Printed Name

Witness _____
Typed/Printed Name

STATE _____
OF _____ Florida
COUNTY _____
OF _____ Miami-Dade

By: _____
Managing Member

Robert G. Berrin
Typed/Printed Name

Corporate Seal

2012 APR 13 AM 10:58

The foregoing instrument was acknowledged before me on this _____ day of March
2012 by Robert G. Berrin _____ as Manager, and _____ as Secretary, of
(Name of Officer or Agent) (Name of Secretary)
Colonial Village Retail Center, _____, a _____ Florida limited liability company.
LLC
(Name of Corporation) (State or Place of Incorporation)

They are personally known to me or have produced the following _____
as identification and did (did not) take an oath and who attest to the truth and accuracy of the
representations contained herein.
This document was prepared by:

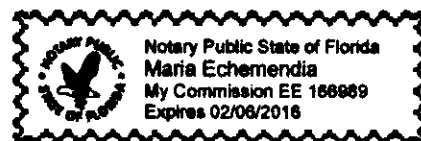
Name

Signature of Notary Public

Street

Name of notary typed, printed, or stamped
Commission Number:

City _____ State _____ Zip Code _____





CFN 2012R0261095
OR Bk 28071 Pgs 0084 - 85; (2pgs)
RECORDED 04/12/2012 13:59:07
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

DECLARATION OF RESTRICTIVE COVENANTS

I, Robert Berrin, as the General Partner of, with full authority and intending to legally bind Colonial Village Shopping Center Ltd., LLLP, a Florida limited liability limited partnership, being the owner of lands described herein:

Tract A, of Colonial at Hialeah, according to the Plat thereof, as recorded in Plat Book 165, at Page 46, of the Public Records of Miami-Dade County, Florida.

The street property address is 1155 West 68 Street; Hialeah, Florida 33012.

The folio number is 04-2025-088-0010.

make the following Declaration of Restrictive Covenants covering and running with the above property, specifying that this restriction during its lifetime shall be for the benefit of and a limitation upon all present and future owners of the real property described above, in favor of and enforceable by the City of Hialeah, Florida.

In connection therewith, the undersigned covenants, represents and agrees as follows:

1. The premises, being legally described above, shall be utilized for all lawful uses permitted in the C-2 (Liberal Commercial District) zoning district, pursuant to Hialeah Code §98-1111, except for ambulance services, amusement centers, auction houses, banquet halls, commercial parking lots and garages or any automobile uses, including but not limited to sale or installation of used tires and those automobile uses identified in §98-1111(24) – (29).
2. This covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the above-described property and shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This covenant shall remain in full force and effect and shall be binding upon the undersigned, its (their) heirs, successors and assigns until such time as the same is modified, amended or released and may only be modified, amended or released by a written instrument executed by the then owner having fee simple title to the property affected or to be affected by such modification, amendment, or release; provided, however, the same is also approved by the City Council and the Mayor of the City of Hialeah, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in Hialeah Charter.
3. Where construction has occurred on said property described herein, pursuant to a permit issued by the City of Hialeah, and inspection made and approval of occupancy given by the City, the same shall create a conclusive presumption that the improvements thus constructed comply with the intent and spirit of the restrictions referenced herein and this Declaration of Restrictive Covenants shall not be construed as clouding title of any of said property on which such development has occurred.

Ord
12-21

IN WITNESS WHEREOF, We have hereunto set out hands and seals at
Miami-Dade County, Florida this _____ day of March, 2012.
 (location)

Attest:

Name of Corporation: COLONIAL VILLAGE
SHOPPING CENTER LTD,
LLLP

Secretary: _____
 Typed/Printed Name

Signed, sealed and delivered in the
 presence of:

By: [Signature]
 Managing Member
Robert G. Berrin
 Typed/Printed Name

Witness [Signature]
 Typed/Printed Name

Witness [Signature]
 Typed/Printed Name

Corporate Seal

STATE _____
 OF Florida
 COUNTY _____
 OF Miami-Dade

The foregoing instrument was acknowledged before me on this _____ day of March
 1012 by Robert G. Berrin as Manager, and _____ as Secretary, of
 _____ (Name of Officer or Agent) _____ (Name of Secretary)
Colonial Village Shopping Center, , a Florida limited liability
Ltd, LLLP limited partnership
 (Name of Corporation) (State or Place of Incorporation)

They are personally known to me or have produced the following _____
 as identification and did (did not) take an oath and who attest to the truth and accuracy of the
 representations contained herein.
 This document was prepared by: _____

Name

[Signature]
 Signature of Notary Public

Street

Name of notary typed, printed, or stamped
 Commission Number:

City _____ State _____ Zip Code _____

